

REMARKS

This amendment is responsive to the Office Action mailed December 11, 2006. Claims 1-27 are pending in the application. Minor amendments have been made to Claims 3 and 26, but otherwise the claims remain as originally filed. No new matter has been added. For the reasons discussed below, applicants submit that the application is in condition for allowance. Action to that end is requested.

Objections to the Drawings

The Office Action asserted that the drawings failed to comply with 37 C.F.R. § 1.84(p)(4) because reference characters "102", "104" and "106" have all been used to designate Customer Service; "136", "162", "180", "200", "208", "222", "228", "234", "238", "258", and "290" have all been used to designate Screen Display; "170" and "184" have both been used to designate Link. (Office Action, page 2).

In response, applicants respectfully point out that reference characters 102, 104, and 106 are used to designate customer devices, not Customer Service, and designate respectively a computer, a hand-held device, and a mobile phone (see, e.g., FIGURE 1 and page 8, lines 6-9 of the present application).

Reference character "136" refers to an optional hardware screen display forming part of the application processing server 114, shown in FIGURE 2, while reference characters "162", "180", "200", "208", "222", "228", "234", "238", "258", and "290" are all used to designate examples of different Web-based screens displayed on a computer screen display, each screen illustrating a particular step in the insurance application and approval process. The specification describes the screens as follows: "Computer program instructions stored and executed by one or more of the servers in the insurance provider system 100 implement the invention and produce, in this example, the screen displays depicted in FIGURES 3-14." (Application, page 10,

lines 4-6.) Further, the Brief Description of the Drawings section of the present application refers to FIGURES 3-14 as a "depiction of a Web page..." (Application, pages 5-6.) Applicants believe that the above descriptions provide the necessary basis for distinguishing between the hardware screen display and the different Web screens that are illustrated in FIGURES 3-14.

Similarly, characters 170 and 184 are used to designate different Web page links on different Web pages illustrated by FIGURES 3 and 4 respectively. Character 170 refers to the link entitled "Additional Term Rider?" (FIGURE 3). This link allows the client to indicate an additional rider for term insurance (Application, page 11, lines 6-7). Character 184 refers to the link entitled "Additional Term Rider" (FIGURE 4), which provides the client, who has requested an additional term rider by clicking on the link 170, with an opportunity to review and/or modify the selection of the additional rider (Application, page 11, lines 18-20).

Based on the above explanation, applicants respectfully request withdrawal of the objection to the drawings.

Rejection of Claims 21-27 under 35 U.S.C. § 101

The Office Action asserted that Claims 21-27 fail to recite a computer program that is embodied on a computer-readable medium and are merely directed to a computer program per se. (Office Action, pages 3-4.) Applicants respectfully disagree.

Claim 21 is directed to a computer system, which is a patentable subject matter. Claim 21 claims a computer system that comprises, *inter alia*, "an application processing server...configured with computer implemented instructions to receive a life insurance application via an electronic data communication link...and further to obtain a commitment for purchase of a life insurance policy to be issued by an insurance provider." In support, the specification explains that the application processing server 114 may include a memory 132 and that "the memory 132 contains, among other things, computer program instructions that the

processing unit 130 executes in order to operate the application processing server 114." (Application, page 9, lines 15-17.) Applicants submit that a computer system comprising an application processing server configured with computer implemented instructions constitutes statutory subject matter under Section 101.

Applicants therefore respectfully request withdrawal of the Section 101 rejection of Claim 21. Claims 22-27 ultimately depend from independent Claim 21 and therefore should also be allowed.

Claim Rejections Under 35 U.S.C. § 102

The Office Action rejected Claims 1-18 and 20-27 under 35 U.S.C. § 102(e) as being anticipated by Hanby et al. (Office Action, page 4.)

Patentability Of Claims 1-9 Over Hanby

As per Claim 1, the Office Action asserts that Hanby teaches a method for online processing of a life insurance application, comprising:

- a. Receiving information via an electronic data communications link that identifies an individual to be insured and describes the insurability of the individual (Hanby at Col. 3, lines 62-63; Col. 4, lines 65-67).
- b. Generating an illustration that provides details of a proposed life insurance policy that may be issued by an insurance provider in accordance with parameters of the life insurance application (Hanby at Col. 4, lines 1-2).
- c. Obtaining a commitment from the insurance policy applicant for purchase of a life insurance policy in accordance with parameters of the life insurance application (Hanby at Col. 4, lines 1-3).

d. Receiving a certification via an electronic data communications link that confirms whether the generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy (Hanby at Col. 4, lines 24-25; Col. 9, lines 4-8).

Applicants respectfully traverse the claim rejection. In one aspect, Hanby fails to teach the element of "obtaining a commitment from the insurance policy applicant for purchase of a life insurance policy in accordance with parameters of the life insurance application" as recited in Claim 1. Hanby only mentions that the client accepts the insurance proposal (Hanby at Col. 4, lines 1-3), but fails to teach what accepting such proposal means and whether acceptance of a proposal constitutes a commitment from the client for purchase of a life insurance policy.

The present application describes a method of how a commitment is obtained by the computer system from the customer, whereby the customer clicks the button 296 shown in FIGURE 14 and then enters an authorization for a credit card charge or electronic funds transfer for payment of policy premium. See application, page 17, lines 28-32. See also Claim 3, discussed below.

Hanby also fails to teach the element of "receiving a certification via an electronic data communications link that confirms whether the generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy," as set forth in Claim 1. The portions of Hanby cited in the Office Action refer to a "certificate," which is not a "certification" in the sense of Claim 1. Col. 4, lines 24-25 of Hanby describe the ARDIS module, which is used to "maintain information throughout the life of the product and to provide certificate, commission, premium and member information to . . . various subsystems." Similarly, Col. 9, lines 4-8 in Hanby describe the generation of a document, either an insurance policy or a certificate. See also Hanby, Figure 10.

Applicants respectfully point out the difference between a certificate as disclosed in Hanby and "electronic certification," otherwise defined as confirmation or proof of a certain event (that an illustration was delivered to the applicant), as disclosed in the present application. (See, e.g., Application, page 15, lines 29-32). Nowhere does Hanby teach receiving a certification, or confirmation, that the illustration was delivered to the insurance policy applicant, as claimed in Claim 1.

Because Hanby fails to teach all limitations of Claim 1 of the present application, Claim 1 is patentable over Hanby. Applicants respectfully request withdrawal of the rejection of Claim 1 and allowance of the same.

Claims 2-9 ultimately depend from Claim 1 and therefore are also allowable over Hanby. Claims 2-9 are also patentable for the additional subject matter they recite. For example, Claims 2 and 4-8 all further define aspects relating to the "certification" (of delivery of an illustration) as recited in Claim 1. In contrast, Hanby fails to teach anything relating to such a certification.

As per Claim 3, the mere generation of a billing record and receipt of a funds transfer (Hanby at Col. 7, lines 53-56, and Col. 8, lines 5-11) do not anticipate the feature wherein "the commitment for purchase of the life insurance policy is obtained by receiving an authorization for a credit card charge or electronic funds transfer for payment of a premium of the insurance policy."

Claim 9 is not disclosed by Hanby, notwithstanding the passages at Col. 9, lines 8-10, that were cited in the Office Action. (See also the discussion below relative to Claim 10.)

In view of the above, Claims 2-9 should also be allowed.

Patentability Of Claims 10-14 Over Hanby

In regard to independent Claim 10, the Office Action asserted that Hanby teaches a method for online processing of a life insurance application, comprising:

- a. Receiving information via an electronic data communications link that identifies an individual to be insured and describes the insurability of the individual (Hanby at Col. 3, lines 62-63; Col. 4, lines 65-67).
- b. Receiving information via an electronic data communications link from a third party that confirms the identification of the individual to be insured (Hanby at Col. 5, lines 6-14).
- c. Obtaining a commitment for purchase of a life insurance policy to be issued by an insurance provider in accordance with parameters of the life insurance application (Hanby at Col. 4, lines 1-3).
- d. Issuing via an electronic data communications link a temporary insurance certificate that is personalized for the individual according to the life insurance policy, accompanied by a temporary life insurance agreement specifying terms of legally binding temporary life insurance that is extended to the individual pending issuance of the purchased insurance policy (Hanby at Col. 9, lines 8-10).

As discussed above in regard to Claim 1, Hanby fails to teach the element of "obtaining a commitment from the insurance policy applicant for purchase of a life insurance policy in accordance with parameters of the life insurance application," an example of which is disclosed in the application at page 17, lines 28-32, whereby said commitment is obtained by the computer system from the customer when the customer clicks the button 296 shown in FIGURE 14 and

then enters an authorization for a credit card charge or electronic funds transfer for payment of the policy premium.

Further, Hanby fails to teach the element "receiving information via an electronic data communications link from a third party that confirms the identification of the individual to be insured," as recited in Claim 10. Hanby discloses a process whereby the system accepts employer information from the client and validates it against its own, i.e., proprietary, employer database (see Hanby, Figures 2A and 2B; Col. 5, lines 1-20). Hanby specifically mentions that "employer identification and industry information" is received "from the client or sales representative," but Hanby does not teach the confirmation of the identification of the client from a third party.

Yet further, Hanby fails to teach the element of "issuing via an electronic data communications link a temporary insurance certificate that is personalized for the individual according to the life insurance policy," as set forth in Claim 10. While disclosing a document generation process (Figure 10 and Col. 8, lines 61-67, Col. 9, lines 1-10), Hanby fails to specify what documents are being generated, stating only that the generated document is either a "policy" or a "certificate." In case of a certificate generation, Hanby only mentions "uploading the certificate" and "generating the appropriate booklets." Nowhere does Hanby disclose what kind of a certificate is generated and for what purpose. In contrast, the present application specifically describes and Claim 10 claims "issuing . . . a temporary insurance certificate that is personalized for the individual according to the life insurance policy, accompanied by a temporary life insurance agreement specifying terms of legally binding temporary life insurance that is extended to the individual pending issuance of the purchased insurance policy." This feature is supported in the specification, for example, at page 18, line 12, to page 19, line 2.

Hanby fails to disclose the temporary insurance certificate and agreement issued in lieu of the policy while the life insurance policy is being issued. Because Hanby fails to teach all limitations of Claim 10, applicants respectfully request withdrawal of the rejection of Claim 10 and allowance of the same. Claims 11-14 ultimately depend from Claim 10 and are allowable, both for their dependence on Claim 10 and for the additional subject matter they recite.

Patentability Of Claims 15-18 and 20 Over Hanby

In regard to independent Claim 15, the Office Action asserted that Hanby teaches the method for online processing of a life insurance application, comprising:

- a. Receiving information via an electronic data communications link that identifies the individual to be insured and describes the insurability of the individual (Hanby at Col. 3, lines 62-63; Col. 4, lines 65-67).
- b. Obtaining a commitment from the insurance policy applicant for purchase of a life insurance policy to be issued by an insurance provider in accordance with parameters of the life insurance application (Hanby at Col. 4, lines 1-3).
- c. Receiving an authorization via an electronic data communications link (Hanby at Col. 7, lines 53-56; Col. 8, lines 5-11) that authorizes immediate collection of medical history information from one or more third parties concerning the individual to be insured (Hanby at Col. 4, lines 65-67) for purposes of issuing the life insurance policy, in which the authorization is received in connection with obtaining the commitment for purchase of the life insurance policy.

Applicants have carefully reviewed Hanby and respectfully disagree. As discussed above in regard to Claim 1, Hanby fails to teach the element of "obtaining a commitment from the

insurance policy applicant for purchase of a life insurance policy in accordance with parameters of the life insurance application," an example of which is disclosed in the application at page 17, lines 28-32, whereby said commitment is obtained by the computer system from the customer when the customer clicks the button 296 shown in FIGURE 14 and then enters an authorization for a credit card charge or electronic funds transfer for payment of the policy premium.

Further, Hanby fails to teach "receiving an authorization via an electronic data communications link that authorizes immediate collection of medical history information from one or more third parties concerning the individual to be insured for purposes of issuing the life insurance policy, in which the authorization is received in connection with obtaining the commitment for purchase of the life insurance policy." The portions of Hanby cited in particular in the Office Action disclose generating a billing record (Col. 7, lines 53-56), and receiving and validating the payment (Col. 8, lines 5-11), which do not read on the "authorization" element of Claim 15. While mentioning gathering information from a client (Col. 4, lines 65-67), Hanby does not disclose obtaining authorization for "immediate collection of medical history information from third parties." In contrast, the present application teaches a very specific electronic method of obtaining a client's authorization for collection of his or her medical history, as depicted for example in FIGURE 14 and described at page 17, lines 14-27 of the present application.

Because Hanby fails to teach all limitations of Claim 15, it is believed patentable over Hanby. Applicants respectfully request that the rejection be withdrawn. Claims 16-18 and 20 ultimately depend from independent Claim 15. Accordingly, for at least the above-mentioned reasons, they should also be allowed. Additionally, Claims 16-18 and 20 should be allowed for the additional subject matter they recite, which also is not shown in Hanby.

Patentability Of Claims 21-27 Over Hanby

As per independent Claim 21, the Office Action asserted that Hanby teaches a computer system for online processing of a life insurance application, comprising an application processing server in a distributed computing environment in electronic communication with a life insurance applicant, wherein the application processing server is configured with computer-implemented instructions to receive a life insurance application via an electronic data communications link (Hanby at Col. 3, lines 60-67), the life insurance application identifying an individual to be insured and describing the insurability of the individual (Hanby at Col. 3, lines 62-63), and further to obtain a commitment for purchase of a life insurance policy to be issued by an insurance provider in accordance with parameters of the life insurance application (Hanby at Col. 4, lines 1-3), the application processing server issuing via the electronic data communications link a temporary insurance certificate that is personalized for the individual according to the life insurance policy and accompanied by a temporary life insurance agreement specifying terms of legally binding temporary life insurance that is extended to the individual pending issuance of the purchased insurance policy (Hanby at Col. 4, lines 27-30).

Applicants respectfully disagree with the Office Action. Specifically, Hanby fails to teach the "commitment for purchase of a life insurance policy to be issued by an insurance provider in accordance with parameters of the life insurance application." Hanby only mentions that the client accepts the insurance proposal (Hanby at Col. 4, lines 1-3) without providing any disclosure as to the acceptance process or the result of the acceptance process.

Further, Hanby fails to teach "the application processing server issuing via the electronic data communications link a temporary insurance certificate that is personalized for the individual according to the life insurance policy and accompanied by a temporary life insurance agreement specifying terms of legally binding temporary life insurance that is extended to the individual

pending issuance of the purchased insurance policy." While disclosing a document generation process (Figure 10 and Col. 8, lines 61-67, Col. 9, lines 1-10), Hanby fails to specify exactly which documents are being generated, stating only that the generated document is either a "policy" or a "certificate." In Col. 4, lines 27-30, Hanby simply states that "the Document Generator module retrieves all of the necessary information from the ARDIS module databases, generates contracts and certificates, and maintains an electronic copy of these documents."

Nowhere does Hanby disclose what kind of a certificate is generated and for what purpose. In contrast, the present application specifically describes issuing a temporary insurance certificate that is personalized for the individual according to the life insurance policy, accompanied by a temporary life insurance agreement specifying terms of legally binding temporary life insurance that is extended to the individual pending issuance of the purchased insurance policy. Hanby fails to disclose the temporary insurance certificate and agreement issued in lieu of the policy while the life insurance policy is being issued.

Because Hanby fails to teach all limitations of Claim 21, it is believed patentable over Hanby. Applicants respectfully request that rejection of Claim 21 be withdrawn. Claims 22-27 ultimately depend from independent Claim 21 and should be allowed for their dependence on an allowable base claim. Additionally, Claims 22-27 should be allowed for the additional subject matter they recite.

Claim Rejection Under 35 U.S.C. § 103(a)

The Office Action rejected Claim 19 as being unpatentable over Hanby. The Office Action conceded that Hanby does not show the method where the authorization is received after obtaining the commitment for purchase of the life insurance policy. Applicants disagree that this constitutes mere "shifting the timeframe." Nevertheless, because Claim 19 depends from

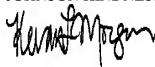
independent Claim 15, which is believed patentable over Handy, Claim 19 should also be allowed.

CONCLUSION

In view of the foregoing remarks, applicants submit that the claims are patentable over the cited art. Allowance of the application at an early date is requested. Should any issues remain needing resolution prior to allowance, the Examiner is invited to contact the undersigned counsel by telephone.

Respectfully submitted,

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